

# LOCALIGN DATA PROCESSING AGREEMENT

Version 0.1

## AT A GLANCE

This is a short explanation of the contract. It lets you see at a glance what it says. If this short explanation says something different from the legal text below, the legal text below prevails.

What is this about? An agreement between you and Localign about how we handle people's data. For example, the data you put into our system.

Who does what? You decide which data is used and why. Localign works with that data for you and does what you tell us.

Our most important promises:

- In addition to this agreement, our [Terms of Service](#) also apply.
- Your data stays in Europe. Unless you agree otherwise.
- We do not use your data to train our AI.
- You decide which AI from other companies may see your data. The legal mechanics are in the [AI Annex](#).
- If something goes wrong with your data, we let you know quickly. Within 48 hours.
- If you stop using Localign, you get your data back. Or we erase it.

Want to know more? Visit [trust.localign.com](https://trust.localign.com).

## PARTIES

Version: 0.1 Date: \_\_\_\_\_

### 1. The Customer (controller)

Name of organisation: \_\_\_\_\_

Legal form: \_\_\_\_\_

Registered office: \_\_\_\_\_

Address: \_\_\_\_\_

Commercial register number: \_\_\_\_\_

Duly represented by: \_\_\_\_\_

Position: \_\_\_\_\_

Hereinafter: "Customer".

### 2. Localign B.V. (processor)

Registered office in 's-Hertogenbosch.

Address: Stationsplein 91, 5211 BM 's-Hertogenbosch, the Netherlands.

Dutch commercial register (KvK) number: 99040417.

Data Protection Officer: [trust@localign.com](mailto:trust@localign.com).

Duly represented by: Casper Rutjes.

Position: Managing Director.

Hereinafter: "Localign".

Customer and Localign hereinafter jointly referred to as: “Parties”, and each individually as: “Party”.

## WHEREAS

1. the Customer and Localign have entered into a Main Agreement pursuant to which Localign provides the Localign product to the Customer, an AI assistant running on European infrastructure that can use multiple AI models to process questions, documents and other content from Customer and its end users (hereinafter: “the Main Agreement” and “the Product”), the Main Agreement being concluded through self-serve subscription via the Localign website or through a separately signed agreement;
2. in supplying the Product, Localign processes personal data on behalf of Customer within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679, hereinafter: “GDPR”);
3. in connection with the Product, Customer may input or allow others to input personal data, part of which may fall within special categories within the meaning of article 9 GDPR or constitute personal data relating to criminal convictions and offences within the meaning of article 10 GDPR, and Customer is itself responsible for having a valid legal basis for such processing;
4. Localign has designed its service in such a way that all personal data, regardless of category, is processed at the same elevated level of security and due care, and that the architecture of the Product is built on European sovereignty, data minimisation and privacy by design;
5. Localign can deploy AI models within the Product that are hosted on infrastructure within the EEA, as well as — where applicable and based on Customer’s configuration and instructions — Third-Party AI Models, and the legal mechanics, approval and consent flow surrounding Third-Party AI Models are further set out in the AI Annex to the Main Agreement;
6. Parties are required by article 28(3) GDPR to set out their mutual rights and obligations regarding the processing of personal data in writing;
7. Parties also intend, with this agreement, to align with relevant standards and best practices for information security, privacy and trustworthy use of AI;
8. Parties wish to record their arrangements in this data processing agreement (hereinafter: “Data Processing Agreement”).

## AGREE AS FOLLOWS

This Data Processing Agreement forms an integral part of the Main Agreement. In the event of any conflict between the Main Agreement and this Data Processing Agreement, this Data Processing Agreement prevails insofar as the processing of personal data is concerned.

### 1. Definitions

In this Data Processing Agreement, the following capitalised terms have the meanings set out below. Terms not defined here that are defined in the GDPR have the meaning given to them by the GDPR.

#### 1.1 Special Categories of Personal Data and Criminal Conviction Data

Personal data within the meaning of article 9(1) GDPR and personal data relating to criminal convictions and offences within the meaning of article 10 GDPR and the Dutch GDPR Implementation Act (Uitvoeringswet AVG).

## 1.2 End User

A natural person who uses the Product on behalf of Customer, including employees, contractors and other persons authorised by Customer.

## 1.3 Third-Party AI Models

AI models from third parties that are not hosted by Localign itself and that the Product can call based on Customer's configuration. The legal mechanics, approval and consent flow are set out in the AI Annex to the Main Agreement.

## 1.4 Main Agreement

The agreement between the Parties pursuant to which Localign provides the Product to the Customer. The Main Agreement consists, in the case of self-serve subscription via the Localign website, of the Order Confirmation together with the General Terms, the Data Processing Agreement, and the AI Annex. In the case of a separately signed agreement, the Main Agreement consists of that agreement and the documents incorporated into or replacing it.

## 1.5 Customer Data

All data that Customer or its End Users input, upload, generate or have processed via the Product, including prompts, responses, uploaded documents and any data derived from them. Customer Data may contain Personal Data, Special Categories of Personal Data and Criminal Conviction Data.

## 1.6 Product

The Localign AI assistant, including the web application, mobile applications, APIs, administration environment and related functionality, as further described in the Main Agreement.

## 1.7 Sub-processor

A third party engaged by Localign that processes Personal Data on behalf of and under the responsibility of Localign for the supply of the Product.

## 1.8 Data Processing Agreement

This data processing agreement between Customer and Localign, including all annexes and the Trust pages incorporated therein, published at [trust.localign.com](https://trust.localign.com).

## 1.9 Order Confirmation

The order confirmation that the Customer receives from Localign after successful payment, containing at least the party details, the selected package, the number of Seats, the price, the start date, the term, the Renewal Date, the applicable versions of the General Terms, the Data Processing Agreement, and the AI Annex, and the time of acceptance.

# 2. Subject matter, nature and purpose of the processing

## 2.1 Subject matter

Localign Processes Personal Data on behalf of Customer solely for the supply, management and security of the Product, in connection with the Main Agreement and this Data Processing Agreement.

## 2.2 Nature of the processing

The Processing concerns the supply and security of the Product, as described in the Main Agreement and at [trust.localign.com/architecture](https://trust.localign.com/architecture). Processing activities related to AI models are further set out in the AI Annex to the Main Agreement.

## 2.3 Purpose of the processing

Localign Processes Personal Data solely to supply and secure the Product, to carry out Customer's written instructions, and to comply with statutory obligations that apply to Localign as a processor.

Localign expressly does not Process Personal Data to build profiles of Customer or Data Subjects for commercial purposes, and does not share or sell Personal Data to third parties for advertising or marketing purposes. Additional safeguards regarding AI models, including the prohibition on training or fine-tuning AI models on Personal Data, are set out in the AI Annex.

## 2.4 Roles under the GDPR

Customer is the controller within the meaning of article 4(7) GDPR. Localign is the processor within the meaning of article 4(8) GDPR. Sub-processors act under Localign's responsibility and only under a written agreement containing the same or stricter safeguards as set out in this Data Processing Agreement. The legal status of Third-Party AI Models is set out in the AI Annex.

For Processing activities that are necessary solely for Localign's own business operations and that are not part of the Product — such as customer administration, invoicing and compliance with statutory obligations that apply to Localign itself — Localign acts as an independent controller. Localign's privacy policy applies to such Processing, and not this Data Processing Agreement.

## 2.5 Further description

A more detailed description of the subject matter, nature and purpose, the categories of Data Subjects and the categories of Personal Data is set out at [trust.localign.com/architecture](https://trust.localign.com/architecture), which is incorporated as an integral part of this Data Processing Agreement under article 21.8.

# 3. Term of the Data Processing Agreement

## 3.1 Commencement

This Data Processing Agreement enters into force on the date it is signed by both Parties or, if earlier, at the moment Localign first Processes Personal Data on behalf of Customer in connection with the Main Agreement.

## 3.2 Duration

This Data Processing Agreement applies for the duration of the Main Agreement. As long as Localign Processes Personal Data on behalf of Customer, this Data Processing Agreement remains in full force.

## 3.3 Termination

This Data Processing Agreement terminates by operation of law and without notice when the Main Agreement ends, regardless of the manner in which it ends. Termination of this Data Processing Agreement separately from the Main Agreement is not possible, except in the cases described in article 11 (Sub-processors) and article 21 (Amendments).

## 3.4 Obligations after termination

After termination of this Data Processing Agreement, the obligations under article 17 (Return and deletion upon termination) apply. In addition, the following articles remain in force to the extent necessary by their nature:

- A. article 15 (Personal Data Breaches), for breaches that arose before termination but are only discovered afterwards;
- B. the audit right under article 18 and the associated audit regime published at [trust.localign.com/security](https://trust.localign.com/security), insofar as the audit relates to the period during which this Data Processing Agreement was in force, with a final deadline of twelve months after termination;
- C. article 19 (Confidentiality), without limitation in time;
- D. article 20 (Liability), for acts or omissions that occurred during the term;
- E. article 22 (Final provisions), where relevant.

### **3.5 Statutory retention obligations**

If Localign or a Sub-processor is subject to a statutory retention obligation extending beyond the term of this Data Processing Agreement, Localign remains required to protect the relevant Personal Data in accordance with this Data Processing Agreement until the statutory retention obligation ends. Localign informs Customer of the existence and scope of such an obligation as soon as reasonably possible, to the extent that doing so is permitted by law.

## **4. Customer's instructions and roles**

### **4.1 Processing only on instruction**

Localign Processes Personal Data solely on the basis of Customer's written instructions, except where a different statutory obligation applies to Localign. In that case, Localign informs Customer in advance, unless that legislation prohibits such notification on important grounds of public interest.

Different statutory obligations include in any event the fiscal retention obligation (Article 52 of the Dutch State Taxes Act, AWR), the administration obligation for legal entities (Article 2:10 of the Dutch Civil Code), retention obligations under NIS2 and the Dutch Wbni for security logging, and retention obligations applicable to Sub-processors on the basis of their place of establishment. Localign regards the retention table published at [trust.localign.com/retention](https://trust.localign.com/retention) as advance notification within the meaning of this article. That page forms an integral part of this Data Processing Agreement under article 21.8. Changes that lead to a material extension of retention periods are notified to Customer in advance via the procedure of article 21.

### **4.2 Form of instructions**

The following constitute written instructions from Customer: this Data Processing Agreement and its annexes; the configuration choices that Customer or an authorised End User records via the Product's administration environment (including the selection of permitted Third-Party AI Models, authorisations and retention periods); the prompts and uploads that End Users submit via the Product, insofar as these fall within the purposes of article 2; and additional written communications from an authorised contact person of Customer. Oral instructions only bind Localign once they have been confirmed in writing.

### **4.3 Lawfulness of instructions**

Customer warrants that its instructions and the Processing it has carried out via the Product comply with the GDPR and other applicable laws and regulations, and that Customer has a valid legal basis under article 6 GDPR and, where applicable, an exception under article 9(2) GDPR or article 10 GDPR.

#### **4.4 Review by Localign**

Localign informs Customer without undue delay if, in Localign's view, an instruction conflicts with the GDPR or other applicable regulations, and may suspend execution until Customer has confirmed, withdrawn or amended the instruction. Localign is not required actively to review the contents of prompts, uploads or other Customer Data; that responsibility rests with Customer.

#### **4.5 Authorised contact persons**

Customer designates at least one contact person who is authorised on behalf of Customer to issue instructions, make configuration choices with legal consequences, and communicate with Localign about this Data Processing Agreement. Customer keeps the contact details up to date via the Product's administration environment or, failing that, in writing with Localign.

### **5. Categories of Data Subjects and Personal Data**

#### **5.1 Responsibility for scope**

Customer determines which Personal Data and which categories of Data Subjects are Processed via the Product, and may limit this scope through configuration settings, internal guidelines and authorisation policies for its End Users.

#### **5.2 Categories of Data Subjects and Personal Data**

Processing may broadly relate to Customer's End Users; to natural persons in a professional relationship with Customer (such as customers, clients, patients, students or citizens); to contact persons at Customer's relations; and to third parties whose data appears in Customer Data input by or on behalf of Customer. Processing may include, among other things, account and identity data, authentication and authorisation data, usage and logging data, the contents of prompts and uploads, generated output, and technical and security data.

A detailed description, including sector-specific specification, is set out at [trust.localign.com/architecture](https://trust.localign.com/architecture).

#### **5.3 Special Categories, Criminal Conviction Data and national identification numbers**

Customer may, via the Product, Process Special Categories of Personal Data (article 9 GDPR), Criminal Conviction Data (article 10 GDPR) and national identification numbers, including the Burgerservicenummer (Dutch citizen service number). Localign does not exclude these categories and applies the same elevated level of technical and organisational measures to all Personal Data, as further set out in article 7 and at [trust.localign.com/security](https://trust.localign.com/security).

#### **5.4 Customer-specific specification**

The specification of categories of Data Subjects, categories of Personal Data, sector profile and geographic scope applicable to Customer is set out in the customer form attached to the Main Agreement.

### **7. Special Categories and Criminal Conviction Data**

#### **7.1 Suitability of the Product**

The Product is suitable for the Processing of Special Categories of Personal Data and Criminal Conviction Data. Localign does not exclude these categories and applies the

same elevated level of technical and organisational measures to all Personal Data, as described at [trust.localign.com/security](https://trust.localign.com/security).

## 7.2 Customer's responsibility for the legal basis

Customer has a valid legal basis under article 6 GDPR and, where applicable, an exception under article 9(2) GDPR or a statutory basis under article 10 GDPR and the Dutch GDPR Implementation Act (Uitvoeringswet AVG). Customer is solely responsible for assessing, establishing and documenting this legal basis; Localign does not review this and cannot do so technically.

## 7.3 Sectoral obligations

Customer ensures compliance with all sectoral statutory obligations, professional standards and codes of conduct applicable to it. Sector-specific elaboration (health-care, legal professions, education, government, financial) is set out in the Sectoral Annexes at [trust.localign.com/sectoral-annexes](https://trust.localign.com/sectoral-annexes), which form an integral part of this Data Processing Agreement under article 21.8 to the extent applicable to Customer.

## 7.4 No automated decision-making with legal effects

The Product is not designed for solely automated decision-making producing legal effects or similar significant effects on Data Subjects within the meaning of article 22 GDPR. If Customer uses output from the Product in decision-making processes concerning Data Subjects, Customer ensures meaningful human intervention and the other requirements of article 22 GDPR.

# 8. Localign's obligations

## 8.1 Processing on instruction

Localign Processes Personal Data solely on the basis of Customer's written instructions as referred to in article 4, except where a different statutory obligation applies to Localign.

## 8.2 Confidentiality of personnel

Localign ensures that persons under its authority who have access to Personal Data are bound to confidentiality in writing or by law and are granted access only insofar as necessary for their tasks.

## 8.3 Security

Localign implements appropriate technical and organisational measures within the meaning of article 32 GDPR, as further described at [trust.localign.com/security](https://trust.localign.com/security), and applies these to all Personal Data regardless of category.

## 8.4 Sub-processors

Localign engages Sub-processors only under the conditions of article 11 and remains fully responsible to Customer for their acts and omissions.

## 8.5 Cooperation with Customer

Taking into account the nature of the Processing and the information available to Localign, Localign provides Customer with reasonable cooperation in fulfilling Customer's obligations under the GDPR, including requests from Data Subjects (article 14), Personal Data Breach notifications (article 15), data protection impact assessments and prior consultation of the supervisory authority (articles 32-36 GDPR).

## 8.6 Provision of information and audits

Localign makes available to Customer, on request, all information necessary to demonstrate compliance with article 28 GDPR and this Data Processing Agreement, and enables audits in accordance with the audit regime published at [trust.localign.com/security](https://trust.localign.com/security).

## 8.7 Duty to flag

Localign informs Customer without undue delay if, in its view, an instruction conflicts with the GDPR or other applicable regulations, and may suspend execution in accordance with article 4.4.

## 8.8 Data Protection Officer

Localign has appointed a Data Protection Officer who is reachable by Customer and Data Subjects at [trust@localign.com](mailto:trust@localign.com).

## 8.9 Documentation and records

Localign maintains a record of Processing activities carried out on behalf of Customer (article 30(2) GDPR). Customer has access on request to the part of the record that relates to its Processing activities.

## 8.10 Location of Processing

Localign Processes Personal Data only within the EEA, except under the conditions and safeguards described at [trust.localign.com/architecture](https://trust.localign.com/architecture) for transfers outside the EEA.

# 9. Customer's obligations

## 9.1 Lawfulness and information to Data Subjects

Customer warrants that the Processing it has carried out via the Product is lawful (article 6 and, where applicable, article 9 or 10 GDPR) and informs Data Subjects in a transparent manner in accordance with articles 12 to 14 GDPR, including with respect to the use of the Product and of AI models as further set out in the AI Annex to the Main Agreement.

## 9.2 Configuration and access management

Customer is responsible for setting up and maintaining roles, authorisations and user accounts in the administration environment; for handling login credentials with care; for promptly revoking access of End Users who no longer work for it; and for making considered configuration choices.

## 9.3 Instructions to End Users

Customer establishes internal guidelines for the responsible use of the Product by End Users, including which categories of Personal Data may be entered and how sectoral professional standards and confidentiality obligations are safeguarded.

## 9.4 Quality and accuracy of Customer Data

Customer is responsible for the accuracy, completeness and up-to-date status of Customer Data, and for promptly correcting or deleting it when required under the GDPR or under Customer's own obligations to Data Subjects, to the extent that Customer can do so itself via the functionality of the Product.

## 9.5 Sectoral obligations and DPIA

Customer complies with the sectoral obligations applicable to it, as described in article 7.3. Customer assesses whether a data protection impact assessment (article

35 GDPR) is required and carries one out where necessary. Localign cooperates in accordance with article 8.5; DPIA support is available at [trust.localign.com/compliance/gdpr](https://trust.localign.com/compliance/gdpr).

## 9.6 No unlawful instructions

Customer does not issue instructions that conflict with the GDPR or other applicable regulations, and cooperates constructively to find a solution where Localign flags such an instruction (article 4.4).

## 9.7 Indemnification

Customer indemnifies Localign against third-party claims arising from Customer's failure to comply with its obligations under this Data Processing Agreement, the GDPR or other applicable regulations, subject to article 20 and the Main Agreement.

# 11. Sub-processors

## 11.1 General authorisation

Customer hereby grants Localign general prior authorisation to engage Sub-processors to Process Personal Data on behalf of Customer in connection with the Product, provided that the conditions of this article are met.

## 11.2 Requirements for Sub-processors

Localign engages only Sub-processors that:

- A. provide sufficient guarantees regarding the implementation of appropriate technical and organisational measures, so that the Processing meets the requirements of the GDPR and this Data Processing Agreement;
- B. have contractually undertaken obligations equivalent to or stricter than those set out in this Data Processing Agreement, including at least the obligations described in article 28(3) GDPR;
- C. have contractually undertaken not to use Customer Data to train, fine-tune or improve their own or anyone else's AI models;
- D. Process Personal Data only within the EEA, except under the conditions and safeguards described at [trust.localign.com/architecture](https://trust.localign.com/architecture) for transfers outside the EEA;
- E. are subject to a form of supervision or control that enables Localign to verify compliance with the requirements under (a) to (d).

## 11.3 List of Sub-processors

The current list is available at [trust.localign.com/subprocessors](https://trust.localign.com/subprocessors).

## 11.4 Changes to the list

Localign informs Customer at least thirty calendar days in advance of any intended change to the list of Sub-processors, including the addition of a new Sub-processor or the replacement of an existing Sub-processor. The information provided includes at least the name, place of establishment, role and processing location of the Sub-processor concerned.

In the case of a change that is necessary for the continuity, security or availability of the Product and for which the thirty-calendar-day notice period cannot reasonably be observed, Localign may implement the change earlier, provided that Localign informs Customer as soon as reasonably possible and explains the reasons for the accelerated change.

### **11.5 Customer's right to object**

Customer has the right to lodge a reasoned written objection within thirty calendar days of being notified of an intended change to the engagement or replacement of a Sub-processor. An objection is well founded only if Customer can demonstrate that the Sub-processor does not meet the requirements of article 11.2 or that engaging the Sub-processor leads to an unacceptable risk to the rights and freedoms of Data Subjects.

In the event of a well-founded objection:

- A. the Parties seek a suitable solution together within a reasonable period, including the use of an alternative Sub-processor or the implementation of additional technical or contractual safeguards;
- B. if no suitable solution can be found, Customer has the right to terminate, on reasonable terms and without termination fee, the part of the Main Agreement that necessarily relates to the objected Processing, regardless of any provision to the contrary in the Main Agreement.

### **11.6 Liability for Sub-processors**

Localign remains fully liable to Customer for the performance by Sub-processors of the obligations engaged by Localign, as if Localign had performed those obligations itself. If a Sub-processor fails to comply with its obligations under the GDPR or this Data Processing Agreement, Localign is fully responsible to Customer for the consequences.

### **11.7 Third-Party AI Models**

Third-Party AI Models that Process Customer Data on behalf of Customer act for those specific Processing activities as (sub-)processors, to which the provisions of this article 11 apply. The engagement, approval, consent flow and withdrawal of Third-Party AI Models are handled via the AI Annex to the Main Agreement.

## **14. Rights of Data Subjects**

### **14.1 Customer's responsibility**

Customer is the primary point of contact for requests from Data Subjects to exercise their rights under articles 15 to 22 GDPR and article 7(3) GDPR, and ensures timely and careful handling within the statutory deadlines.

### **14.2 Functionality within the Product**

Localign offers, via the Product, standard functionality that enables Customer to handle these requests independently, including access, rectification, erasure, restriction of Processing and export in a commonly used, structured and machine-readable format. The technical operation is described in the product documentation.

### **14.3 Cooperation by Localign**

Insofar as Customer cannot handle a request independently, Localign provides cooperation within a reasonable period, taking into account the nature of the Processing and the information available to Localign. Requests that affect Third-Party AI Models are handled via the procedures set out in the AI Annex.

### **14.4 Requests addressed directly to Localign**

If a Data Subject contacts Localign directly, Localign forwards the request to Customer without undue delay and does not handle it on the merits, unless Customer

instructs otherwise in writing or mandatory law requires otherwise. Localign confirms the forwarding to the Data Subject.

#### **14.5 Costs**

Cooperation is in principle included in the fee for the Product. For requests that require a disproportionate effort, Localign may charge a reasonable fee, provided that Customer is informed in advance and has the opportunity to amend or withdraw the request.

### **15. Personal Data Breaches**

#### **15.1 Detection**

Localign implements appropriate technical and organisational measures to detect, investigate and limit Personal Data Breaches. The detailed detection measures and breach procedure are set out at [trust.localign.com/controls/organisational-security](https://trust.localign.com/controls/organisational-security).

#### **15.2 Notification to Customer**

Localign notifies Customer of a Personal Data Breach without undue delay after becoming aware of it, and in any event within forty-eight hours. The notification is sent to Customer's contact person for personal data breaches known to Localign, with a copy to [trust@localign.com](mailto:trust@localign.com). If not all information is yet available, Localign provides an initial notification based on what is reasonably known and supplements it as more information becomes available.

#### **15.3 Content of the notification**

The notification includes at least, to the extent known, the nature of the Personal Data Breach (including approximate numbers of Data Subjects and records affected), the categories of Personal Data involved (with mention of any Special Categories or Criminal Conviction Data), the likely consequences, the Sub-processors or Third-Party AI Models involved, the measures taken or proposed, and the contact details of the Data Protection Officer. After completion of the investigation, Localign delivers a written final report containing a root-cause analysis and structural measures.

#### **15.4 Responsibility for notification to the supervisory authority and Data Subjects**

Under articles 33 and 34 GDPR, Customer is responsible for notifying the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) and, where applicable, the Data Subjects. Localign does not make these notifications on behalf of Customer, unless Customer specifically instructs Localign to do so in writing, and provides Customer with all reasonable cooperation in fulfilling its notification obligations.

#### **15.5 No admission of liability**

A notification by Localign does not constitute an admission of liability or fault. Article 20 governs the liability of the Parties.

#### **15.6 Confidentiality**

Customer treats information about a Personal Data Breach confidentially and uses it solely to comply with its own statutory obligations, for internal accountability and to limit the consequences. Sharing with third parties is permitted only with the Dutch Data Protection Authority, the affected Data Subjects, Customer's own advisors under confidentiality, or where mandatory law so requires.

## 15.7 Personal Data Breaches at Sub-processors

If a Personal Data Breach occurs at a Sub-processor or Third-Party AI Model, Localign applies the procedures of this article as if the breach had occurred at Localign itself. The notification period runs from the moment Localign becomes aware of it.

## 15.8 Records

Localign maintains an internal record of Personal Data Breaches (article 33(5) GDPR). Customer has access on request to the part of the record that relates to its Processing activities.

# 17. Return and deletion upon termination

## 17.1 Choice between return and deletion

Upon termination of the Main Agreement, Localign returns or deletes Customer Data at Customer's written choice, subject to any statutory retention obligation. Failing a timely choice, deletion applies.

For the purposes of this article, Customer Data includes in any event: chat history (prompts and generated responses), uploaded documents, data derived from them (including embeddings and vector indexes), End User account data, and the configuration relating to the Processing. Security and invoicing data fall under the 'statutory retention obligation' exception and are handled in accordance with the retention table at [trust.localign.com/retention](https://trust.localign.com/retention).

## 17.2 Retention and return

From the date of termination, Customer has thirty calendar days during which it can independently export Customer Data via the functionality of the Product. On reasoned request, Localign may extend this period by up to sixty calendar days, provided that Customer requests this within the original period and continues to pay the usual fee. Customer Data is delivered in a commonly used, structured and machine-readable format that enables portability within the meaning of article 20 GDPR.

## 17.3 Deletion

After expiry of the retention period, or earlier at Customer's request, Localign deletes Customer Data from active systems within thirty calendar days, and from back-up systems within thirty-five calendar days thereafter. Localign ensures that Sub-processors and Third-Party AI Models delete Customer Data within the same periods. Between deletion from active systems and deletion from back-ups, Customer Data remains subject to the same security measures and is not restored, except in the event of a statutory obligation or an acute security incident, in which case Customer is informed without delay.

## 17.4 Statutory retention obligations

If Localign or a Sub-processor is subject to a statutory retention obligation that exceeds these periods, Localign remains required to secure the Personal Data concerned in accordance with this Data Processing Agreement until the retention obligation ends. Localign informs Customer of the scope and duration as soon as reasonably possible, to the extent permitted by law.

## 17.5 Confirmation

Localign confirms execution in writing to Customer within ten business days of completion, stating the dates of deletion from active systems, back-ups and Sub-processors, and any exceptions under article 17.4. On request, Localign provides a deletion statement for Customer's records of processing activities.

## 17.6 Deletion during the term

This article does not affect Customer's right during the term to export or delete Customer Data via the functionality of the Product (article 14).

## 19. Confidentiality

### 19.1 General duty of confidentiality

Localign treats Customer Data, Personal Data and all other information that it receives or observes from or on behalf of Customer as strictly confidential and does not share it with third parties, except to the extent permitted or required under this Data Processing Agreement, the Main Agreement or mandatory law.

### 19.2 Personnel, Sub-processors and Third-Party AI Models

Localign ensures that persons under its authority (including employees, contractors, interns, directors and advisors) and its Sub-processors and Third-Party AI Models are bound, in writing or by law, to a confidentiality obligation that is at least equivalent and that remains in force after the end of the employment or assignment.

### 19.3 Customer's professional secrecy

Localign acknowledges that Customer may be subject to a statutory or professional duty of secrecy (including the medical professional secrecy under the Wet BIG (Dutch healthcare professionals act) and article 7:457 of the Dutch Civil Code, the duty of confidentiality of lawyers under the Advocatenwet (Dutch Bar Act), the duty of confidentiality of civil-law notaries under the Wet op het notarisambt (Dutch Civil-Law Notaries Act), or comparable standards), respects this professional secrecy, and takes measures to prevent any act or omission of Localign from preventing Customer from complying with it. Any access by Localign occurs solely in a functional role and does not affect Customer's professional secrecy.

### 19.4 Requests and orders for disclosure

In the event of a request or order from an authority, court or third party for disclosure of Customer Data or Personal Data, Localign informs Customer without undue delay (unless prohibited by mandatory law), provides no more than is legally required, gives Customer a reasonable opportunity to use legal remedies itself, and informs Customer afterwards of the nature, scope and recipient to the extent permitted by law.

### 19.5 Duration

The confidentiality obligations apply during the term and remain in force without limitation thereafter for all information exchanged or observed under this Data Processing Agreement, including Customer Data, Personal Data, security information and operational information. A different, limited regime for specific categories of information may be agreed only in the Main Agreement.

## 20. Liability

### 20.1 Liability towards Data Subjects

Under article 82 GDPR, Data Subjects may claim compensation from the controller and, where applicable, from the processor. Liability towards Data Subjects is not limited or excluded by this Data Processing Agreement.

### 20.2 Recourse between the Parties

If Customer and Localign are held jointly and severally liable by a Data Subject or by a supervisory authority, the following applies between the Parties:

- A. each Party bears the share of the damage and related costs that corresponds to its share in the liability for the event causing the damage;
- B. if a Party has paid more than its share, it may recover the excess from the other Party;
- C. the liability limitations in article 20.4 and in the Main Agreement apply to recourse between the Parties.

### **20.3 Liability for breaches of this Data Processing Agreement**

Each Party is liable to the other Party for damage arising from an attributable failure to perform its obligations under this Data Processing Agreement, subject to the liability limitations in article 20.4 and in the Main Agreement.

Localign is liable to Customer for the acts and omissions of Sub-processors and Third-Party AI Models as if they were its own acts, in accordance with article 11.6.

### **20.4 Liability cap**

The liability regime of the Main Agreement applies mutatis mutandis to the liability of the Parties under this Data Processing Agreement, including the limitations, exclusions and caps set out therein.

Liability under this Data Processing Agreement and under the Main Agreement counts towards a single combined liability cap per calendar year, as set out in the Main Agreement. Damage that is recoverable under both this Data Processing Agreement and the Main Agreement is compensated only once.

### **20.5 Limitations not applicable**

The liability limitations in article 20.4 and in the Main Agreement do not apply in the event of:

- A. intent or wilful recklessness on the part of a Party or its senior management;
- B. damage arising from liability that cannot be limited or excluded under mandatory law;
- C. breach by Localign of the duty of confidentiality set out in article 19, insofar as this leads to unauthorised disclosure of Customer Data to a third party;
- D. fines imposed by a supervisory authority that are the direct result of an attributable failure of the liable Party.

### **20.6 Administrative fines**

If a supervisory authority imposes an administrative fine on Customer or Localign, the following applies between the Parties:

- A. each Party bears the fine imposed on it, insofar as the fine relates to its own acts or omissions;
- B. if a fine is imposed on a Party for acts or omissions for which the other Party is responsible, the fined Party may recover the fine as damage from the other Party, subject to articles 20.4 and 20.5.

A Party is not required to contest a fine imposed by a supervisory authority solely for the purpose of possible recourse against the other Party, but it will enable the other Party to provide relevant information for any objection or appeal.

### **20.7 Indemnification**

Customer indemnifies Localign against third-party claims, including from Data Subjects and supervisory authorities, arising from Customer's failure to comply with its obligations under this Data Processing Agreement, the GDPR or other applicable laws or regulations, subject to articles 20.4 and 20.5.

Localign indemnifies Customer against third-party claims, including from Data Subjects and supervisory authorities, arising from Localign's failure to comply with its obligations under this Data Processing Agreement or the GDPR, subject to articles 20.4 and 20.5.

## **20.8 Insurance**

During the term of this Data Processing Agreement, Localign maintains appropriate professional and general liability insurance and a separate cyber liability insurance, with cover that is reasonably proportionate to the nature and scale of the Product. On Customer's request, Localign provides an insurance certificate as confirmation.

## **21. Amendments to the Data Processing Agreement**

### **21.1 Written amendment as the general rule**

Amendments to this Data Processing Agreement and its annexes are valid only if agreed in writing between the Parties, except for the exceptions set out in this article.

### **21.2 Updates of annexes and Trust pages by Localign**

Localign may update the annexes and the Trust pages incorporated under article 21.8 to the extent necessary to reflect changes to the list of Sub-processors (in accordance with article 11.4), changes to technical and organisational measures that do not lead to a material reduction of the security level, and adjustments for the sake of currency and consistency with the Product. Localign informs Customer in good time and publishes updated Trust pages at [trust.localign.com](https://trust.localign.com).

### **21.3 Amendments based on statutory obligations**

If amendments to this Data Processing Agreement are necessary on the basis of changes in laws or regulations, case law, guidelines from the Dutch Data Protection Authority or the European Data Protection Board, or guidelines from another competent supervisory authority, Localign may implement such amendments unilaterally, provided that:

- A. the amendment is strictly limited to what is necessary to comply with the changed obligation;
- B. Localign informs Customer at least thirty calendar days before the effective date of the nature, scope and date of the amendment;
- C. the amendment does not reasonably lead to a material increase in Customer's obligations or a material reduction of its rights.

If an amendment under this article does not meet condition (c), the procedure of article 21.4 applies.

### **21.4 Material amendments**

If Localign wishes to make an amendment that materially deviates from the existing Data Processing Agreement, or that leads to a material increase in Customer's obligations or a material reduction of its rights, the following applies:

- A. Localign informs Customer at least sixty calendar days before the intended effective date, with an explanation of the nature and reason of the amendment;
- B. Customer may lodge a reasoned written objection within thirty calendar days of receipt;
- C. in the event of a well-founded objection, the Parties enter into consultations to find a suitable solution;
- D. if the Parties cannot reach agreement within a reasonable period, Customer may terminate, on reasonable terms and without termination fee, the part of the Main

Agreement that necessarily relates to the objected amendment, regardless of any provision to the contrary in the Main Agreement;

- E. if Customer does not object within the thirty-calendar-day period, the amendment is deemed accepted as of the announced effective date.

### **21.5 Amendments at Customer's request and adjustments via configuration**

Customer may request Localign in writing to amend this Data Processing Agreement. Localign considers such a request reasonably and in good faith, but is not required to implement amendments that are not operationally feasible, that do not align with the architecture of the Product, or that cannot be offered to other customers on equivalent terms. Adjustments that Customer can make under this Data Processing Agreement via the Product's configuration settings (including the configuration of Third-Party AI Models, retention periods and additional restrictions) do not require an amendment of this Data Processing Agreement.

### **21.6 Version control**

In the event of an amendment, the most recently agreed or implemented version under this article applies. Earlier versions remain applicable to Processing activities that took place under their validity. Localign maintains a version history and makes it available to Customer on request.

### **21.8 Incorporation of Trust pages**

The Trust pages published at [trust.localign.com](https://trust.localign.com), including the Architecture, Security, Sub-processors, Retention pages and the Sectoral Annexes, form an integral part of this Data Processing Agreement to the extent referenced in this agreement. The version published at [trust.localign.com](https://trust.localign.com) at the time of signing is the version that applies at signing. A version snapshot with date and hash is made available to Customer on request and archived. Amendments are made in accordance with the procedure of articles 21.2 to 21.4.

## **22. Final provisions**

### **22.1 Governing law**

This Data Processing Agreement and any disputes arising from it are governed exclusively by Dutch law, subject to the directly applicable provisions of Union law, including the GDPR.

### **22.2 Competent court**

Disputes arising from or relating to this Data Processing Agreement are submitted exclusively to the competent court in the District of Oost-Brabant, the Netherlands, save for mandatory legal provisions designating a different court.

Before initiating legal proceedings, the Parties will use reasonable efforts to resolve a dispute through consultation. A Party intending to initiate proceedings notifies the other Party in writing at least thirty calendar days in advance, except in urgent cases requiring immediate action.

### **22.3 Order of documents**

In the event of a conflict between documents, the following order applies, with the higher-listed document prevailing over the lower-listed:

- A. mandatory provisions of Union law and Dutch law, including the GDPR and the EU AI Act;

- B. this Data Processing Agreement, for matters concerning the Processing of Personal Data;
- C. the AI Annex, for matters specifically concerning the application of the EU AI Act;
- D. the separately signed Main Agreement between the Parties, where applicable;
- E. the Order Confirmation, in the case of self-serve subscription via the Localign website;
- F. the General Terms;
- G. the Trust pages incorporated under article 21.8, as well as the other annexes to this Data Processing Agreement;
- H. other documents agreed between the Parties.

This order applies only insofar as there is an actual conflict between documents. Documents are interpreted, as much as possible, in mutual coherence and as supplementing each other.

#### **22.4 Severability**

If a provision of this Data Processing Agreement is null, voidable or otherwise unenforceable, the remaining provisions remain in full force. In that case, the Parties consult to replace the affected provision with a valid provision that approximates as closely as possible the Parties' original intent.

#### **22.5 No waiver**

Failure or delay by a Party to enforce a right under this Data Processing Agreement does not constitute a waiver of that right or of any other rights arising from this Data Processing Agreement.

#### **22.6 No assignment**

Neither Party may assign or pledge rights or obligations under this Data Processing Agreement to third parties without the prior written consent of the other Party. Consent will not be withheld without reasonable grounds.

Notwithstanding the foregoing, Localign may transfer rights and obligations under this Data Processing Agreement to a group company or to a successor by universal title, including in the event of merger, demerger or acquisition of the Product, provided that Customer is informed in good time and that the level of protection of Personal Data is not reduced. If the transfer leads to a material reduction of the protection level, article 21.4 applies.

#### **22.7 Entire agreement**

This Data Processing Agreement, together with the Main Agreement, the annexes and the Trust pages incorporated under article 21.8, constitutes the entire agreement between the Parties with respect to the Processing of Personal Data. Earlier arrangements, oral or written, regarding the same subject matter are superseded, except to the extent that such arrangements are confirmed or continued in the Main Agreement or this Data Processing Agreement.

#### **22.8 Communication**

Unless this Data Processing Agreement provides otherwise, written communication by email to the other Party's known contact person is valid, provided that receipt can be demonstrated. For formal notices with significant legal consequences, including notices of default and notices of termination, communication must additionally be confirmed by registered mail or by a qualified electronic delivery service.

Localign and Customer keep their contact details up to date and inform each other of changes in good time.

## **22.9 Languages**

This Data Processing Agreement is executed in Dutch and is also available in an English translation (‘Localign-DPA-EN’). The Dutch version (‘Localign-DPA-NL’) is the legally binding text. In the event of any discrepancy or ambiguity in interpretation between the Dutch and English versions, the Dutch version prevails.

## **22.10 Conflicting instructions and interpretation**

In case of doubt about the interpretation of this Data Processing Agreement, the Parties take as their starting point the intention to fully comply with the GDPR and other applicable laws and regulations on the protection of personal data, and a high level of due care appropriate to the nature of the Product and the sensitivity of the data Processed.

Provisions that allow more than one interpretation are interpreted in favour of the protection of Data Subjects.